

**NONDISTURBANCE AGREEMENT
AND ATTORNMENT OF OIL, GAS AND MINERAL LEASE**

This Nondisturbance Agreement and Attornment of Oil, Gas and Mineral Lease (the "Agreement"), executed effective as of the 15th day of May, 2008, by and between the Mortgage Electronic Registration Systems, Inc., whose address is 780 Kansas Ln, Ste. A, Monroe, LA 71203 (the "Mortgagee"), and DDJET Limited LLP whose principal place of business is located at 222 Benmar, Houston, Texas 77066 (the "Lessee");

WITNESSETH THAT:

WHEREAS, the Mortgagee is the owner of a certain mortgage on residential real property (the "Mortgage") executed by Willie M Meierhoff and Cynthia A Padilla (the "Lessor"), to secure the mortgage secured by the real property described on Exhibit A, attached hereto and incorporated herein by this reference (the "Mortgaged Property"); which Mortgage is dated March 13, 2007 and was recorded on March 22, 2007 As Instrument # D207101725 in the land records of Tarrant County (or Parish), State of Texas; and

WHEREAS, effective as of the April 26, 2007 Lessor executed an oil, gas, and mineral lease agreement (the "Lease"), running to the benefit of Lessee and granting certain rights to all or a part of the Mortgaged Property, which Lease is recorded on October 18, 2007, in the land records of Tarrant County (or Parish), State of Texas, Instrument # D207374571.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties set forth below, the parties hereby agree as follows:

1. **NONDISTURBANCE.** Mortgagee acknowledges and agrees that during the term of the Lease encumbering the Mortgaged Property it will not infringe upon or disturb the leasehold interests of Lessee, and Lessee shall continue in the quiet enjoyment of same, including, subject to the provisions of Section 2 hereof, the right to pay all rents and royalties payable under the Lease to the Mortgagor.
2. **LESSEE will not, without the MORTGAGEE consent, explore, drill, mine for the production of oil, gas and other mineral, lay pipelines, build roads, tanks, power stations, and other structures of any kind as it may directly relate to the property described in Exhibit "A".**
3. **PAYMENT OF ROYALTIES.** Lessee agrees, in consideration of the execution of this Agreement by Mortgagee, that in the event the Mortgagee advises Lessee in writing that the Mortgage of Lessor is delinquent, then Lessee will pay to Mortgagee all royalties and rentals due or to become due until further notice by Mortgagee that the Mortgagee is no longer delinquent.

4. ATTORNNMENT. In the event the Mortgage is foreclosed for any reason, and the Mortgagee succeeds to the interest of the Lessor under the Lease, the Lessee agrees that it shall recognize the Mortgagee as the successor in interest to the Lessor and to any and all of the right, title and interest of the Lessor under the Lease. In such case, the Lessee also agrees to render to the Mortgagee the performance of all of the Lessee's obligations which, under the terms of the Lease, are for the benefit of the Lessor, for the balance of the term of the Lease remaining, with the same force and effect as if the Mortgagee were the Lessor under the Lease.

The Lessee hereby attorns to the Mortgagee, such attornment to be effective and self-operative, without the execution of any further instrument on the part of either of the parties hereto, immediately upon Mortgagee's succession to the interests of the Lessor under the Lease; provided, however, that the Lessee shall not be obligated to pay royalties payable to the Lessor under the terms of the Lease to the Mortgagee until the Lessee shall receive written notice from the Mortgagee in accordance with the terms of Section 2 hereof. The respective rights and obligations of the Lessee and the Mortgagee upon such attornment shall, to the extent of the then remaining balance of the term of the Lease, be the same as now set forth in the Lease. The Lease, and all of its terms are hereby incorporated by reference in this Agreement with the same force and effect as if set forth completely herein.

5. CONFLICT BETWEEN AGREEMENT AND LEASE. In the event of any conflict or difference between the terms of this Agreement and the terms of the Lease, Lessee agrees that the terms of this Agreement shall supersede, and be applicable in lieu of the terms of, the Lease.

6. BINDING AFFECT. The rights and obligations of the parties hereunder shall bind, and insure to the benefit of the respective successors and assigns of, the parties hereto.

7. AMENDMENTS. This Agreement may not be amended or modified except by a writing signed by Mortgagee and Lessee or their permitted successors and assigns.

8. GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with and be governed by the laws of the United States insofar as they may be applicable, and if such laws are not applicable, then under the laws of the state in which the Property is located.

9. NOTICE. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, return receipt requested or (d) prepaid telegram or telecopier transmission (provided that such telegram or telecopier transmission is confirmed by expedited delivery service or by mail in the manner previously described), addressed as follows:

If to Mortgagee, to:

(Name and address of servicer)

with a copy to:

CHASE HOME FINANCE LLC
LEGAL SUPPORT - LA4-4557
780 KANSAS LN, STE. A
MONROE, LA 71203

If to Lessee to:

DDJET LIMITED, LLP
C/o Harding Company
13465 Midway Road, Suite 400
Dallas, TX 75244
Telephone: (214) 361-4292
Fax: (214) 750-7351

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized representatives as of the day and year first written above.

LESSEE:
DDJET LIMITED LLP

By: Metroplex Barnett Shale LLC, General Partner

Rob Shultz

Name: Rob Shultz
Title: Attorney-in-Fact

Corporate/Partnership Acknowledgment

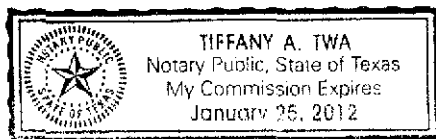
STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this 15th day of May, 2008 by **Rob Shultz**, as Attorney-in-Fact for Metroplex Barnett Shale LLC, General Partner of DDJET Limited LLP, a Texas limited liability partnership, on behalf of said limited liability partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day and year last above written.

SEAL:



Notary Public in and for the State of Texas.

Signature of Notary: Tiffany A. Twa

My Commission Expires: _____

"LESSOR"

Willie M Meierhoff and Cynthia A Padilla

Willie M Meierhoff

Willie M Meierhoff

Cynthia A Padilla

Cynthia A Padilla

Individual Acknowledgment

STATE OF TEXAS §

§
§
§

COUNTY OF TARRANT §

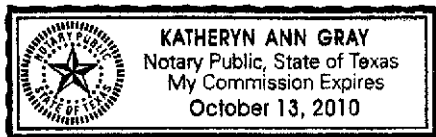
BEFORE ME, on this day personally appeared Willie M Meierhoff and
known to me to be the person whose name is subscribed to the foregoing instrument,
and acknowledged to me that he/she executed the same for purposes and Cynthia Padilla
considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day and year last above
written.

Notary Public in and for the State of Texas.

Signature of Notary: Kathryn Ann Gray

Kathryn Ann Gray
(Print Name of Notary Here)



SEAL: My Commission Expires: 10/13/2010

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
"MORTGAGEE"

By: Alice Miller
ALICE MILLER
VICE PRESIDENT

STATE OF LOUISIANA
COUNTY OF OUACHITA

The foregoing instrument was acknowledged before me this 17th day of July, 2008
by Alice Miller as Vice President of Mortgage* on behalf
of the corporation. She is personally known to me.

*Electronic Registration Systems, Inc.

(SEAL)

Debra Wrinkle
Notary Public: Debra Wrinkle
My Commission Expires: Lifetime Commission



EXHIBIT "A"

Legal Description of Deed of Trust
"Mortgaged Property"

LOT 1, BLOCK 6, OF HARRIS CROSSING, PHASE 1, AN ADDITION TO THE CITY OF
ARLINGTON, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED
IN CABINET A, SLIDE 7594 OF THE PLAT RECORDS, TARRANT COUNTY, TEXAS.



DDJET LIMITED LLP
C/O HARDING COMPANY
13465 MIDWAY RD, STE 400
DALLAS TX 75244

Submitter: PETROCASA ENERGY-INC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 07/25/2008 01:10 PM
Instrument #: D208290948
LSE 8 PGS \$40.00

By: _____



D208290948

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.**

Printed by: DS